

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application: Reid	§	
	§	
	§	
Serial No.: 09/620,350	§	Group Art Unit: 2134
	§	
Filed: July 20, 2000	§	Examiner: Ho, Thomas M.
	§	
For: System, Apparatus and Method for Updating Security Configurations of a Plurality of Servers from a Centralized Directory Server	§	Attorney Docket No.: AUS990912US1
	§	
	§	

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

35525
PATENT TRADEMARK OFFICE
CUSTOMER NUMBER

**REQUEST FOR RECONSIDERATION OF
PETITION UNDER 37 C.F.R. §1.47(b)**

The Assignee requests that the declaration entitled "**SYSTEM, APPARATUS AND METHOD FOR UPDATING SECURITY CONFIGURATIONS OF A PLURALITY OF SERVERS FROM A CENTRALIZED DIRECTORY SERVER**" be accepted and given a filing date without the signature of William J. Reid on the declaration, filed herewith, because William J. Reid refused to execute the application for patent after diligent efforts made by Assignee and their representatives. The last known address of William J. Reid is 7819 Pencross Lane, Dallas, Texas 75248.

An affidavit of Martha Acosta, administrative assistant for IBM, is included to provide first-hand statements as to the diligent efforts to obtain the signature of William J. Reid. These efforts resulted in Mr. Reid refusing to sign the declaration for this application. Also included is an employee agreement signed by Mr. Reid. Please note specifically in paragraph no. 5 that Mr. Reid agreed to execute a specific assignment of title and do anything else reasonably necessary to enable IBM to secure a patent. In consideration of these submissions, Assignee submits that the

standard for proof required under 37 C.F.R. §1.47 is met. Therefore, it is respectfully requested that the declaration be given a filing date without the signature of William J. Reid on the declaration.

A fee of \$200.00 is required for Petitions as set forth in 37 CFR 1.17(g). Please charge this fee to IBM Corporation Deposit Account No. 09-0447. No additional fees are believed to be necessary. If, however, any additional fees are required, I authorize the Commissioner to charge these fees which may be required to IBM Corporation Deposit Account No. 09-0447. No extension of time is believed to be necessary. If, however, an extension of time is required, the extension is requested, and I authorize the Commissioner to charge any fees for this extension to IBM Corporation Deposit Account No. 09-0447.

Date: October 16, 2007

Respectfully submitted,

/Gerald H. Glanzman/
Gerald H. Glanzman
Reg. No. 25,035
Yee & Associates, P.C.
PO Box 802333
Dallas, TX 75380
(972) 385-8777
Attorney for Applicant

**DECLARATION AND POWER OF ATTORNEY FOR
PATENT APPLICATION**

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name;

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled

**System, Apparatus and Method for Updating Security Configurations of a
Plurality of Servers from a Centralized Directory Server**

the specification of which (check one)

X is attached hereto.

— was filed on _____
as Application Serial No. _____
and was amended on _____
(if applicable)

I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose information which is material to the patentability of this application in accordance with Title 37, Code of Federal Regulations, §1.56.

I hereby claim foreign priority benefits under Title 35, United States Code, §119 of any foreign application(s) for patent or inventor's certificate listed below and have also identified below any foreign application for patent or inventor's certificate having a filing date before that of the application on which priority is claimed:

Prior Foreign Application(s):

Priority Claimed

(Number) (Country) (Day/Month/Year) Yes No

I hereby claim the benefit under Title 35, United States Code, §120 of any United States application(s) listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application in the manner provided by the first paragraph of Title 35, United States Code, §112, I acknowledge the duty to disclose information material to the patentability of this application as defined in Title 37, Code of Federal Regulations, §1.56 which occurred between the filing date of the prior application and the national or PCT international filing date of this application:

(Application Serial #) (Filing Date) (Status)

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

POWER OF ATTORNEY: As a named inventor, I hereby appoint the following attorneys and/or agents to prosecute this application and transact all business in the Patent and Trademark Office connected therewith.

John W. Henderson, Jr., Reg. No. 26,907; Thomas E. Tyson, Reg. No. 28,543; James H. Barksdale, Jr., Reg. No. 24,091; Casimer K. Salys, Reg. No. 28,900; Robert M. Carwell, Reg. No. 28,499; Douglas H. Lefeve, Reg. No. 26,193; Jeffrey S. LaBaw, Reg. No. 31,633; David A. Mims, Jr., Reg. 32,708; Volel Emile, Reg. No. 39,969; Anthony V. England, Reg. No. 35,129; Leslie A. Van Leeuwen, Reg. No. 42,196; Christopher A. Hughes, Reg. No. 26,914; Edward A. Pennington, Reg. No. 32,588; John E. Hoel, Reg. No. 26,279; Joseph C. Redmond, Jr., Reg. No. 18,753; Marilyn S. Dawkins, Reg. No. 31,140; Mark E. McBurney, Reg. No. 33,114; Duke W. Yee, Reg. No. 34,285; Colin P. Cahoon, Reg. No. 38,836; Joseph R. Burwell, Reg. No. 44,468; Rudolph J. Buchel, Reg. No. 43,448; and Stephen R. Loe, Reg. No. 43,757; and Stephen J. Walder, Jr., Reg. No. 41,534.

Send correspondence to: Duke W. Yee, Carstens, Yee & Cahoon, LLP, P.O. Box 802334, Dallas, Texas 75380, and direct all telephone calls to Duke W. Yee, (972) 367-2001.

FULL NAME OF SOLE OR FIRST INVENTOR: William J. Reid

INVENTORS SIGNATURE: _____ DATE: _____

RESIDENCE: _____

CITIZENSHIP: United States

POST OFFICE ADDRESS: SAME AS ABOVE

RECEIVED
JAN 10 2000
U.S. PATENT & TRADEMARK OFFICE

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of : Before the Examiner:
William Joseph Reid :
Serial No.: : Group Art Unit:
Filed: : Intellectual Property
Title: System, Apparatus and Method : Law Department
for Updating Security Configuration of : National Business
a Plurality of Servers From A : Machines Corporation
Centralized Directory Server : 11400 Burnet Road
: Austin, Texas 78758

July 19, 2000

DECLARATION UNDER 37 C.F.R. 1.47b

Assistant Commissioner of Patents

Washington, D. C. 20231

Sir:

Martha A. Acosta declares as follows:

1. I am currently employed by International Business Machines Corporation ("IBM") in the Intellectual Property Law department.
2. I was assigned the duty by IBM of obtaining the signatures of William J. Reid ("Reid"), whose last known address is 7819 Pencross Lane, Dallas, Texas 75248 and is the inventor for a patent application entitled "System, Apparatus and Method for Updating Security Configuration of a Plurality of Servers from a Centralized Directory Server."
3. Reid is under an obligation to sign the Declaration and Power of Attorney by virtue of his employment as IBM Technical Personnel.
4. I left a message on Reid's phonemail on 4/4/2000 asking him to give me a call regarding the signing of the Declaration and a fax number.

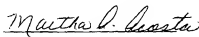
5. On 4/11/2000, Reid left me a phonemail message with the fax number to send him the Declaration and application for review and signing. On 4/11/2000 I fax'd him the Declaration, Assignment, Application and drawings.

6. After leaving several phonemail messages asking him to respond to the receipt of the Declaration, he called me on 4/25/2000 and said he had received it and wanted to know how much he would receive for signing and I said \$200.00, which is the customary amount paid to former IBM employees. Reid then said this was not enough value for him to waste his time on reviewing and signing it. He said this patent was of higher value and refused to sign for the \$200.00 amount which IBM was willing to pay.

7. I further declare that all statement made herein of my own knowledge and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful statements and the like so made are punishable by fine or imprisonment, or both under § 1001 of Title 18 of the United States Code and that such willful and false statements may jeopardize the validity of the above-referenced application and any patent issuing there from. Further declarant sayeth not.

DATE: 7/19/2000

Respectfully submitted,


Martha A. Acosta

IBM

980 867 8/31 Agreement Regarding Confidential Information, Intellectual Property, and Other Matters

In consideration of my employment or my continued employment by International Business Machines Corporation (IBM), which I acknowledge is employment at will, and the payment to me of a salary or other compensation during my employment, I agree as follows:

1. I will not, without IBM's prior written permission, disclose to anyone outside of IBM and its subsidiaries or use in other than IBM's and its subsidiaries' business, either during or after my employment, any confidential information or material of IBM or its subsidiaries, or any information or material received in confidence from third parties such as suppliers or customers by IBM or its subsidiaries. If I leave the employ of IBM, I will return to IBM all property in my possession belonging to IBM or its subsidiaries or received from any third party by IBM or any of its subsidiaries, whether or not containing confidential information, including, but not limited to, diskettes and other storage media, drawings, notebooks, reports, and other documents.

Confidential information or material of IBM or its subsidiaries is any information or material: (a) generated or collected by or utilized in the operations of IBM or its subsidiaries, received from any third party, or suggested by or resulting from any task assigned to me or work performed by me for or on behalf of IBM or its subsidiaries, and (b) which has not been made available generally to the public, whether or not expressed in a document or other medium and whether or not marked "IBM Confidential" or with any similar legend of IBM or any third party. Confidential information or material may include, but is not limited to, information and material related to past, present and future development, manufacturing activities, or personnel matters; marketing and business plans; technical specifications, drawings, and designs; prototypes; computer programs; and databases.

2. I will not disclose to IBM or its subsidiaries, use in their business, or cause them to use, any information or material which is confidential to any third party unless authorized by IBM. In addition, I will not incorporate into any product used and/or sold by IBM or its subsidiaries, any copyrighted materials of any third party, unless authorized by IBM.
3. I will comply, and do all things necessary for IBM and its subsidiaries to comply, (a) with the laws and regulations of all governments under which IBM and its subsidiaries do business, (b) with provisions of contracts between any such government or its contractors and IBM or its subsidiaries that relate to intellectual property or to the safeguarding of information, and (c) with all of the IBM Business Conduct Guidelines as amended from time to time.
4. I hereby assign to IBM my entire right, title, and interest in any idea, concept, technique, invention, design (whether the design is ornamental or otherwise), computer programs and related documentation, other works of authorship, mask works, and the like (all hereinafter called "Developments"), hereafter made, conceived, written, or otherwise created solely or jointly by me, whether or not such Developments are patentable, subject to copyright protection or susceptible to any other form of protection which: (a) relate to the actual or anticipated business or research or development of IBM or its subsidiaries or (b) are suggested by or result from any task assigned to me or work performed by me for or on behalf of IBM or its subsidiaries.

In the case of any "other works of authorship", such assignment shall be limited to those works of authorship which meet both conditions (a) and (b) above.

The above provisions concerning assignment of Developments apply to Developments created while I am employed by IBM in an executive, managerial, professional, product or technical planning, technical, research, programming, or engineering capacity (including development, product, manufacturing, systems, applied science, and field engineering).

Excluded are any Developments that I cannot assign to IBM because of prior agreement with _____

which is effective until _____ (Give name and date or write "none").

I acknowledge that the copyright and any other intellectual property right in designs, computer programs and related documentation, and other works of authorship, created within the scope of my employment, belong to IBM by operation of law.

5. In connection with any of the Developments assigned by Paragraph 4: (a) I will promptly disclose them in writing to the IBM Intellectual Property Law Department; and (b) I will, on IBM's request, promptly execute a specific assignment of title to IBM or its designee, and do anything else reasonably necessary to enable IBM or such designee to secure a patent, copyright or other form of protection therefor in the United States and in other countries. In addition, I agree to promptly notify the IBM Intellectual Property Law Department in writing of any patent or patent application in which I am an inventor but which is not assigned by Paragraph 4 and which discloses or claims any Development made, conceived, or written while I am employed by IBM.
6. IBM, its subsidiaries, licensees, successors, or assigns (direct or indirect) are not required to designate me as an author of any Development which is subject to Paragraph 4, when it is distributed, publicly or otherwise, or to secure my permission to change or otherwise alter its integrity. I hereby waive and release, to the extent permitted by law, all rights in and to such designation and any rights I may have concerning modifications of such Developments.

I understand that any rights, waivers, releases, and assignments herein granted and made by me are freely assignable by IBM and are for the benefit of IBM and its subsidiaries, licensees, successors, and assigns.

7. I have identified all Developments not assigned by Paragraph 4 in which I have any right, title, or interest, and which were previously made or conceived solely or jointly by me, or written wholly or in part by me, but neither published nor filed in any patent office.

If I do not have any to identify, I have written "none" on this line: _____

8. The term "subsidiaries", as used in this Agreement, includes any entity owned or controlled, directly or indirectly, by IBM.
9. The term "employment at will", as used in this Agreement, means the employment at the mutual consent of both me and IBM. Accordingly, either IBM or I can terminate the employment relationship at will, at any time, with or without cause or advance notice.
10. This Agreement supersedes all previous oral or written communications, representations, understandings, undertakings, or agreements relating to the subject matter hereof. This Agreement may only be amended by a written agreement signed by the Senior Vice President of Human Resources and myself.
11. This Agreement shall be governed by the laws of the State of New York, as if it had been executed and fully performed within such state. If any provision of this Agreement is unenforceable at law, the remainder shall remain in effect.
12. I recognize that any violation of my obligations described herein can result in disciplinary action, including dismissal from IBM.

My Agreement, and my acknowledgment of receipt of a copy of this Agreement, are indicated by my signature below.

William J. Reid
Employee's Full Name (please print)
Ann Farnish
Employee's Manager/IBM Representative (please print)

William J. Reid
Employee's Signature
Ann Farnish
IBM Signature

980867
Employee Serial
8/31/98
Date

8/31/98
Date

(If you have entered "none" in Paragraph 7, do not fill in this section.)

The following are Developments not covered by Paragraph 4, in which I have any right, title, or interest, and which were previously conceived or written either wholly or in part by me, but neither published nor filed in any Patent Office:

Description of Documents (if applicable):

Title on Document	Date on Document	Name of Witness on Document
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Signed: _____
Date: _____ Employee's Full Name

(It is in your interest to establish that any of the above were made, conceived, or written before your employment by IBM. You should not disclose them in detail, but identify them only by the titles and dates of documents describing them. If you wish to interest IBM in any of them, you may contact the Intellectual Property and Licensing Department at Corporate Headquarters, which will provide you with instructions for submitting them to IBM.)

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